

RESOLUTION NO.: 2021-38

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT RENEWAL WITH THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT FOR PLANNING STAFFING SERVICES IN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$15,350.00) PER YEAR.

WHEREAS, the Town of Signal Mountain is in need of continued staff assistance with respect to planning, zoning and subdivision issues; and

WHEREAS, the type of service needed is of a nature requiring the specific educational and professional background of trained planning staff; and

WHEREAS, the Southeast Tennessee Development District (SETDD) has provided such planning services to the Town of Signal Mountain since July 2011; and

WHEREAS, the current contract expires on June 30, 2021 and SETDD has proposed a two year extension for a yearly amount of \$15,350.00;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Mayor is hereby authorized to sign a contract renewal with The Southeast Tennessee Development District for planning and staffing services for a twenty four (24) month period in the amount of \$15,350.00 per year.



Charles Poss, Mayor



Recorder

4-12-21

Date

4-12-21

Date

**A CONTRACT BETWEEN THE
SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT
AND
THE TOWN OF SIGNAL MOUNTAIN
PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES**

This **CONTRACT**, entered into as of the first day of July 2021, by the Southeast Tennessee Development District (SETD), an agency composed of member governments in southeast Tennessee, and the Town of Signal Mountain, Tennessee.

Contract Agreed Upon Annual Rate for FY2022 & FY2023: \$15,350

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated §13-14-101 and its following sections establish a delineation of regions deemed viable to the economic development of the state, and allow creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.
- B. Tennessee Code Annotated §64-7-101 and its following sections established the Southeast Tennessee Development District (SETD), a public body on behalf of the counties of Bledsoe, Bradley, Grundy, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, and Sequatchie and all incorporated municipalities and metropolitan governments located within these counties.
- C. SETD is empowered, among other duties, "to receive and expend funds from any sources for regional staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious economic development of the region."
- D. The Town of Signal Mountain requests the SETD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twenty-fourth month period beginning July 1, 2021, and ending June 30, 2023, SETD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals, and other local officials with respect to the

local government's land-use planning program. Planning services rendered may include the following:

1. Attending planning commission meetings, board of zoning appeals meetings, and other planning functions.
2. Preparing land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, and other land use controls. In addition, SETD planning staff will provide advisement to local officials on matters of interpretation and enforcement of said land use controls.
3. Assist with developing and reviewing the planning commission's long-range work program, Public Chapter 1101 Growth Management Plans and amendments, and other land-use planning studies and documents.
4. Reviewing, and preparing staff recommendations for site plans, subdivision plats, variance requests, zoning map amendments, and other development proposals. SETD planning recommendations are considered advisory only; local communities and their appropriate representatives have the sole authority to enforce their ordinances and regulations.
5. Providing access to the resources of a regional office including mapping services, geographic information systems support, and planning-related research.
6. Providing training for planning commissioners, board of zoning appeals members, and local administrators.
7. Advising and providing assistance on matters relating to state, federal, and regional programs that affect planning and implementation for local governments.

Other activities may be included depending on the scope and nature of the desired services and SETD capacity. Any activities requiring additional compensation above and beyond this local planning assistance contract must be agreed upon mutually by the community and SETD and will be attached as an amendment to this contract for basic services.

- B. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to the SETD the sum of **\$15,350** annually, payable in total upon the effective date of this contract, or in annual installments, due and payable on the first day of each fiscal year. The Town of Signal Mountain hereby authorizes the SETD to apply on their behalf for eligible funds from State sources to supplement the planning contract anytime funds are available.
- C. Within each twelve (12)-month period from July 1 to June 30, and upon request by the community, SETD may provide two (2) oversize copies of the zoning map or any other community map up to 36" x 44" in size. After the initial two (2) copies, additional printed copies of any document over 11" x 17" will be provided at \$30.00 per copy. It should be noted most of our community mapping is now hosted online with interactive maps being available to the public.

Planning fees help to cover the cost of hosting these online maps, documents, and webpages for our communities.

- D. Either party may terminate this Contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the Contract, the obligation of the SETD to conduct and carry on the program agreed to under this Contract shall cease, and the financial obligation of the chief legislative body as described in this Contract above shall likewise cease. If prepayment has been made by the chief legislative body, SETD will determine, by prorating, the amount to be refunded.
- E. This Contract is for a period of twenty-four (24) months. After the initial twelve months, the contract will automatically renew for the second year unless notice of termination is given as provided for in Section D above. Local governments are under no obligation to continue SETD planning services beyond the dates specified in this contract.
- F. In all matters relating to the performance of this contract, the SETD Executive Director acts for the SETD, and the Mayor acts for the Town of Signal Mountain, Tennessee.

The parties execute this contract through their duly authorized representatives.

FOR THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT

By: Beth Jones
SETD Executive Director

Date: 3/22/2021

FOR THE Town of Signal Mountain

By: CM
Mayor Charles Poss

Date: 4/14/21